

Navajo Roadside Business Sites

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, acting by and through the Arizona Department of Transportation, Highway Division, herein referred to as the STATE, and the NAVAJO NATION, acting by and through its Tribal Council, hereinafter referred to as NAVAJO NATION.

WITNESSETH:

The STATE is authorized to enter into this agreement pursuant to A.R.S. Sections 28-108 and 28-1865. The NAVAJO NATION is authorized to enter into this agreement pursuant to Navajo Tribal Council Resolutions CJA-1-81 and CO 51-81.

NOW, THEREFORE, it is hereby mutually agreed by and between the STATE and the NAVAJO NATION:

1. That the STATE shall be responsible for the following:

a. Along designated highways within the State system on the reservation construct an approach to an area adjacent to the right of way (as depicted in Exhibit A attached), in which roadside business may be conducted. No such sites and approaches will be allowed along interstate routes, and no business shall be conducted within the right of way.

b. These sites will be selected after consultation with the local Chapters, safety considerations will be paramount.

c. The expense of constructing these approaches will restrict the State's obligation to construct same, subject to the availability of funds. In the event Arizona Department of Transportation funding is not available for turnout construction, permission will be granted the Navajo Tribe to construct these facilities with Tribal funds.

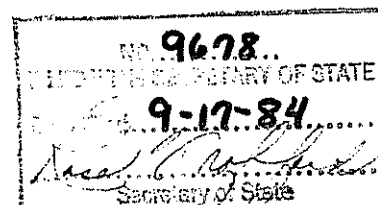
d. The STATE will furnish "ROADSIDE BUSINESS AHEAD" signs in advance of all roadside business sites.

e. The STATE will furnish fencing materials for right-of-way fencing as provided under a previous agreement, and maintain the installed right-of-way fencing.

2. The NAVAJO NATION shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over, and be responsible for the following:

a. Upon completion of the approach to the site by the Arizona Department of Transportation, the NAVAJO NATION, acting through its appropriate Chapters, Tribal Divisions, and Departments and the Navajo Department of Public Safety, will require roadside businesses to operate only in the designated business area as depicted on Exhibit A, outside of the right of way.

b. Improvements to the site, sales booths, maintenance of the improvements, garbage disposal, etc., will be the responsibility and shall be and remain the sole property of the NAVAJO NATION. Permits to provide access for utilities to the business sites will be provided by the Arizona Department of Transportation. Costs of providing utilities, and operating costs will be borne by the Tribe.



c. Upon occupancy of a roadside business site, all stands within the section of highway within the Chapter affected that are not in the roadside business site shall be removed.

d. The Navajo Department of Public Safety will not allow re-establishment or establishment of a stand or business not in a designated, improved site within participating Chapters as shown on Exhibit A.

e. The Navajo Nation shall, through education and enforcement, insure that livestock are prohibited from fenced roadway sections.

f. The Navajo Nation will be responsible for installation and maintenance of fencing around the business area sites as shown on Exhibit A.

This Agreement shall remain in force and effect until terminated by either the STATE or the NAVAJO NATION upon thirty (30) days written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement, related to the use of any completed areas.

All work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the Arizona Department of Transportation.

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

This Agreement shall be filed with the Secretary of State and shall become effective on the 10TH day of September, 1984, but in no event prior to its being filed with the Secretary of State.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
Arizona Department of Transportation

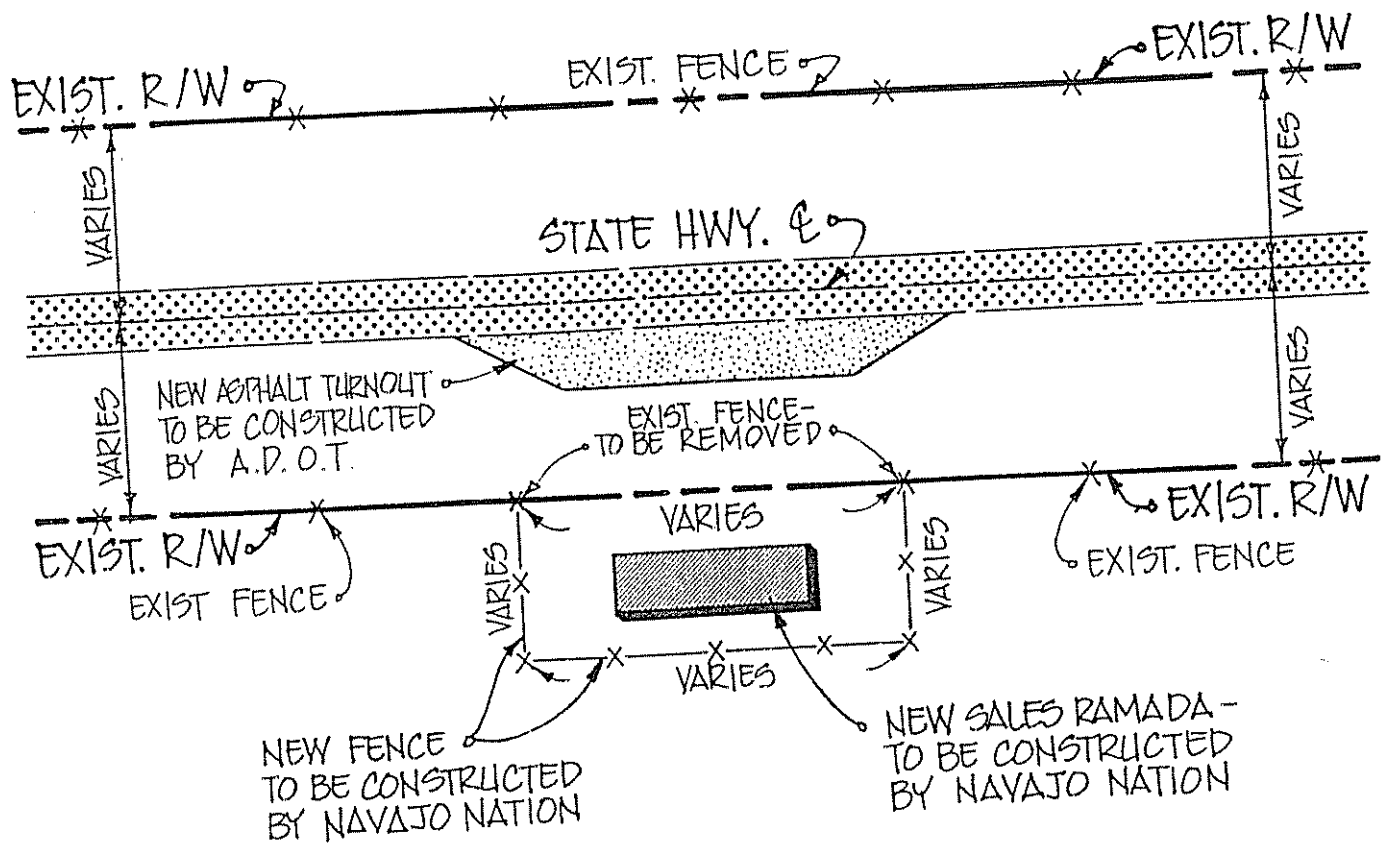
By: [Signature]  
Title: Chief Deputy State Engineer

NAVAJO NATION

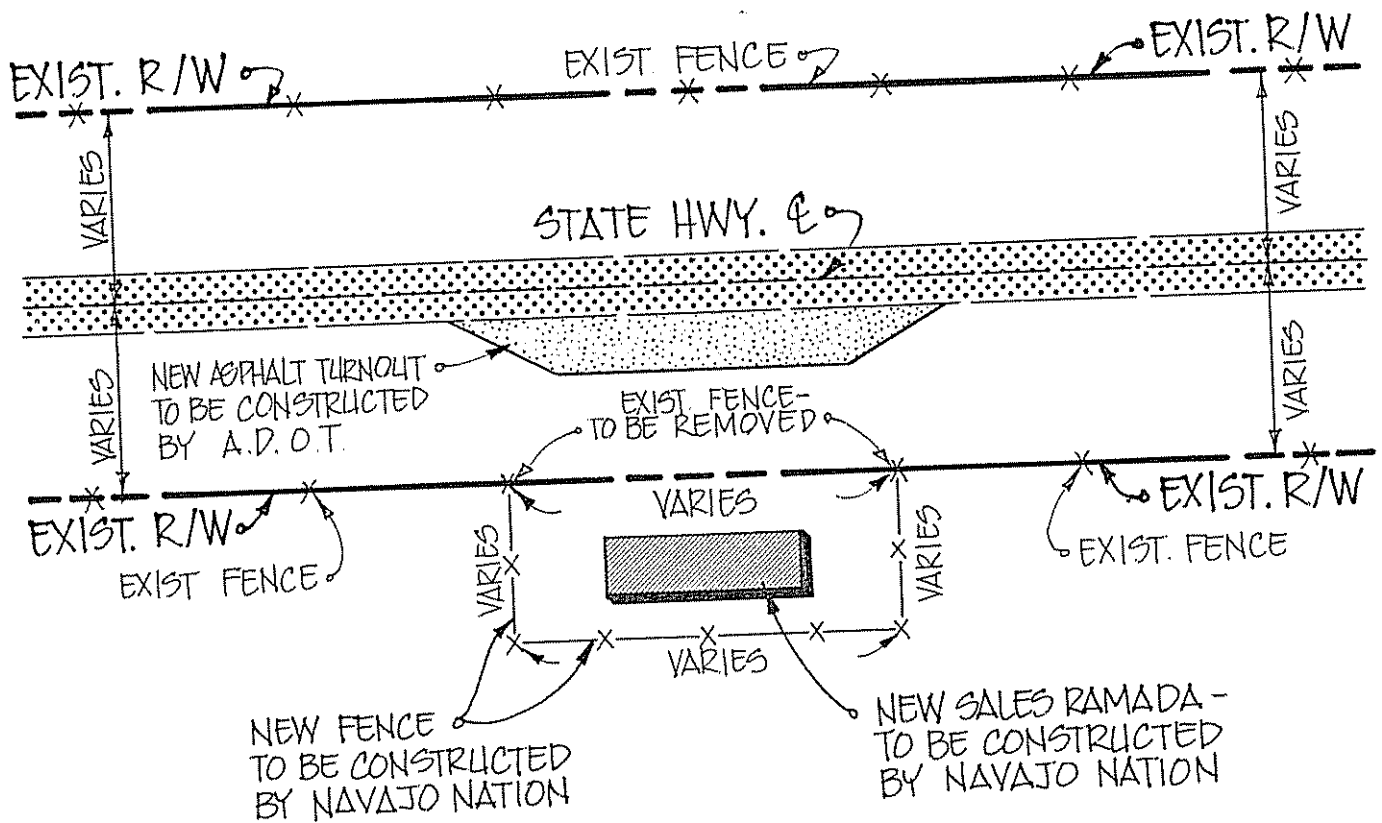
By: [Signature]  
Title: 8/22/84

ATTEST:

For the Navajo Nation



ROADSIDE BUSINESS AREA  
A.D.O.T. / NAVAJO NATION  
— TYPICAL LAYOUT —  
(NOT FOR INTERSTATE HIGHWAY USE)  
EXHIBIT "A"



ROADSIDE BUSINESS AREA  
 A.D.O.T. / NAVAJO NATION  
 — TYPICAL LAYOUT —  
 (NOT FOR INTERSTATE HIGHWAY USE)

Designed by Ed. Gantak 11-18-52


Navajo Roadside Business Sites

Section: Designated Highways  
within the Reservation

RESOLUTION

BE IT RESOLVED on this 13 day of December, 1982,  
that I, W. A. Ordway, as Director, ARIZONA DEPARTMENT OF  
TRANSPORTATION, have determined that it is in the best interests  
of the State of Arizona that the DEPARTMENT OF TRANSPORTATION,  
acting by and through the Highways Division, enter into an  
Intergovernmental Agreement with the Navajo Nation for construc-  
tion, along designated highways within the State system on the  
reservation, of an approach to an area adjacent to the right of  
way in which roadside business may be conducted. (See Exhibit  
A attached).

Therefore, authorization is hereby given to draft said Agreement  
which, upon completion, shall be submitted for approval and  
execution by the Chief Deputy State Engineer.

  
W. A. Ordway, Director  
Arizona Department of Transportation

JDC:ea



OFFICE OF THE

## Attorney General

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(602) 255-1680

ROBERT K. CORBIN  
ATTORNEY GENERAL

### INTERGOVERNMENTAL AGREEMENT

#### DETERMINATION

A. G. Contract No. 84-519, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12<sup>th</sup> day of September, 1984.

ROBERT K. CORBIN  
Attorney General

Assistant Attorney General  
Transportation Division